

CRAVATH, SWAINE & MOORE

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MARTIN L. SENZEL
DOUGLAS D. BROADWATER
ALAN C. STEPHENSON
RICHARD L. HOFFMAN
JOSEPH A. LUKINS
MAX R. SHULMAN

RECORDATION NO. 11217
FILED 1425
NOV 2-3000

DEC 19 1979 - 1 55 PM
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INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 11217
FILED 1425
DEC 19 1979 - 1 55 PM

INTERSTATE COMMERCE COMMISSION

No. 9-33333
Date DEC 19 1979
Fee \$ 100.00

ICC Washington, D. C., December 19, 1979

Ralston Purina Company

Lease Financing Dated as of December 1, 1979
11-3/8% Conditional Sale Indebtedness Due 1994

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. § 11303(a) and the Commission's rules and regulations thereunder, enclosed for filing and recordation on behalf of Ralston Purina Company are counterparts of the following documents:

1. (a) Conditional Sale Agreement dated as of December 1, 1979, between Trinity Industries, Inc., and Mercantile-Safe Deposit and Trust Company, as Trustee;

(b) Agreement and Assignment dated as of December 1, 1979, between Trinity Industries, Inc., and St. Louis Union Trust Company, as Agent; and

2. (a) Lease of Railroad Equipment dated as of December 1, 1979, between Mercantile-Safe Deposit and Trust Company, as Trustee, and Ralston Purina Company; and

(b) Assignment of Lease and Agreement dated as of December 1, 1979, between Mercantile-Safe Deposit and Trust Company, as Trustee, and St. Louis Union Trust Company, as Agent.

COUNSEL
CARLYLE E. MAW
ALBERT R. CONNELLY
FRANK H. DETWEILER
GEORGE O. TYLER
ROSWELL L. GILPATRICK
L. R. BRESLIN, JR.
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33 THROGMORTON STREET
LONDON, EC2N 2BR, ENGLAND
TELEPHONE 01-606-1421
TELEX: 8814901
CABLE ADDRESSES
CRAVATH, N. Y.
CRAVATH, PARIS
CRAVATH, LONDON E. C. 2

The names and addresses of the parties to the
aforementioned Agreements are as follows:

1. Agent-Vendor:

St. Louis Union Trust Company
510 Locust Street
St. Louis, Missouri 63101

2. Trustee:

Mercantile-Safe Deposit and Trust Company
Two Hopkins Plaza
Baltimore, Maryland 21203

3. Builder:

Trinity Industries, Inc.
4001 Irving Boulevard
Dallas, Texas 75207

4. Lessee:

Ralston Purina Company
Checkerboard Square
St. Louis, Missouri 63188.

Please file and record the documents referred to
above and cross-index them under the names of the Agent-
Vendor, the Trustee, the Builder and the Lessee.

The equipment covered by the aforementioned
documents consists of the following:

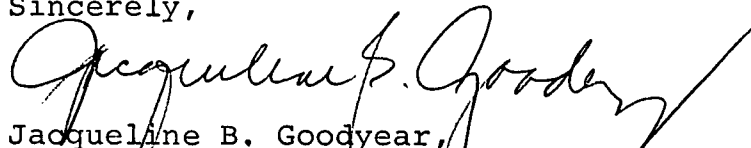
50 100-ton, 4,750 cubic foot truck gravity-
discharge covered hopper cars, AAR Mechanical
Designation LO, bearing identifying numbers PLMX
11186 through PLMX 11235, both inclusive.

Also enclosed is a check for \$100 payable to the
order of the Interstate Commerce Commission, representing
the fee for recording the Conditional Sale Agreement and
related Agreement and Assignment (together constituting
one document) and the Lease of Railroad Equipment and
related Assignment of Lease and Agreement (together
constituting one document).

Please stamp all counterparts of the enclosed documents, retain one copy of the documents for your files and forward the remaining counterparts to me.

Thank you for your assistance.

Sincerely,



Jacqueline B. Goodyear,
As Agent for Ralston Purina Company

Ms. Agatha L. Mergenovich,
Interstate Commerce Commission,
Washington, D. C. 20423

Encls.

64A

11217A
RECORDATION NO. Filed 142B

DEC 19 1979 7:53 PM
INTERSTATE COMMERCE COMMISSION

[CS&M Ref. 5566-001]

AGREEMENT AND ASSIGNMENT

Dated as of December 1, 1979

between

TRINITY INDUSTRIES, INC.

and

ST. LOUIS UNION TRUST COMPANY,
as Agent.

AGREEMENT AND ASSIGNMENT dated as of December 1, 1979, between TRINITY INDUSTRIES, INC., a Texas corporation ("Builder"), and ST. LOUIS UNION TRUST COMPANY, a Missouri corporation ("Agent").

The Builder and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, acting as trustee ("Trustee") under a Trust Agreement dated as of the date hereof with INTERNATIONAL PAPER LEASING CORPORATION ("Owner"), have entered into a Conditional Sale Agreement dated as of the date hereof ("CSA") covering the construction, sale and delivery by the Builder and the purchase by the Trustee of the railroad equipment described in Annex B to the CSA ("Equipment").

The Trustee and RALSTON PURINA COMPANY ("Lessee") have entered into a Lease of Railroad Equipment dated as of the date hereof ("Lease") providing for the lease of the Equipment to the Lessee, and the Trustee and the Agent have entered into an Assignment of Lease and Agreement dated as of the date hereof ("Lease Assignment") providing for the assignment of the Lease to the Agent.

In consideration of the agreements hereinafter set forth, the parties hereto hereby agree as follows:

SECTION 1. The Builder hereby transfers and assigns to the Agent, its successors and assigns:

(a) all the right, title and interest of the Builder in and to each unit of Equipment when and as delivered to and accepted by the Trustee, subject to payment by the Agent to the Builder of the amount required to be paid pursuant to Section 4 hereof and subject to the payment to the Builder by the Trustee of the amounts required to be paid pursuant to Section 4.3(a) of the CSA;

(b) all the right, title and interest of the Builder in and to the CSA (except the right to construct and deliver the Equipment, the right to receive the payments specified in Section 4.3(a) thereof, the right to reimbursement for taxes paid or incurred by the Builder and the right to receive indemnity payments,

as Builder, under Article 14 thereof and Annex A thereto), and, except as aforesaid, in and to any and all amounts which may be or become due or owing to the Builder under the CSA on account of the indebtedness in respect of the Purchase Price (as defined in the CSA) of the Equipment and interest thereon and in and to any other sums becoming due from the Trustee under the CSA, other than those hereinabove excluded; and

(c) except as limited by subsection (b) of this section, all the Builder's rights, titles, powers, privileges and remedies under the CSA;

without any recourse hereunder, however, against the Builder for or on account of the failure of the Trustee to make any of the payments provided for in the CSA or otherwise to comply with any of the provisions of the CSA; provided, however, that this Assignment shall not subject the Agent to or transfer or in any way affect or modify the obligations of the Builder to construct and deliver the Equipment in accordance with the CSA or with respect to its warranties and agreements contained or referred to in Article 14 of the CSA or relieve the Trustee from its obligations to the Builder contained in Articles 2, 3, 4, 6 and 14 of the CSA, it being agreed that all obligations of the Builder with respect to the Equipment shall be and remain enforceable by the Trustee and its successors and assigns against and only against the Builder. The Builder hereby authorizes and empowers the Agent in the Agent's own name or in the name of the Agent's nominee or in the name of and as attorney for the Builder, hereby irrevocably constituted, to demand, sue for, collect and receive any and all sums to which the Agent is or may become entitled under this Assignment and to enforce compliance by the Trustee with the terms and agreements on its part to be performed under the CSA, but at the expense and liability and for the sole benefit of the Agent.

SECTION 2. The Builder agrees that it shall construct the Equipment in full accordance with the CSA and will deliver the same upon completion to the Trustee in accordance with the provisions of the CSA and that, notwithstanding this Assignment, it will fully comply with all the covenants and conditions of the CSA set forth to be complied with by the Builder. The Builder further agrees that it will warrant to the Agent and the Trustee that at the time of delivery of each unit of Equipment under the CSA it had legal title to such unit and good and lawful right to sell such unit and

that such unit was free of all claims, liens, security interests and other encumbrances of any nature except only the rights created under the CSA, this Assignment and the Lease; and the Builder further agrees that it will defend the title to such unit against the demands of all persons whomsoever based on claims originating prior to the delivery of such unit by the Builder under the CSA; all subject, however, to the provisions of the CSA. The Builder will not deliver any of the Equipment to the Trustee under the CSA until the CSA, the Lease, this Assignment and the Lease Assignment have been filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 (the Builder and its counsel being entitled to rely on advice from special counsel for the Agent that such filing has occurred).

SECTION 3. The Builder agrees with the Agent that in any suit, proceeding or action brought by the Agent under the CSA for any installment of indebtedness or interest thereon in respect of the Purchase Price of the Equipment or to enforce any provision of the CSA, the Builder will indemnify, protect and hold harmless the Agent from and against all expenses, loss or damage suffered by reason of any defense, setoff, counterclaim or recoupment whatsoever claimed by the Trustee or the Lessee arising out of a breach by the Builder of any obligation with respect to the Equipment or the manufacture, construction, delivery or warranty thereof or by reason of any other indebtedness or liability at any time owing to the Trustee or the Lessee by the Builder. The Builder's obligation so to indemnify, protect and hold harmless is conditional upon (a) the Agent's timely motion or other appropriate action, on the basis of Article 15 of the CSA, to strike any defense, setoff, counterclaim or recoupment asserted by the Trustee or the Lessee in any such suit, proceeding or action and (b) if the court or other body having jurisdiction in such suit, proceeding or action denies such motion or other action and accepts such defense, setoff, counterclaim or recoupment as a triable issue in such suit, proceeding or action, the Agent's prompt notification thereof to the Builder and the Agent's giving the Builder the right, at the Builder's expense, to compromise, settle or defend against such defense, setoff, counterclaim or recoupment.

Except in cases of articles or materials specified by the Lessee and not manufactured by the Builder and in

cases of designs, systems, processes, formulae or combinations specified by the Lessee and not developed or purported to be developed by the Builder, the Builder agrees to indemnify, protect and hold harmless the Agent from and against any and all liability, claims, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against the Agent or its assigns because of the use in or about the construction or operation of any of the Equipment of any design, system, process, formula, combination, article or material which infringes or is claimed to infringe on any patent or other right. The Agent will give prompt notice to the Builder of any claim actually known to the Agent which is based upon any such alleged infringement and will give the Builder the right, at the Builder's expense, to compromise, settle or defend against such claim. The Builder agrees that any amounts payable to it by the Trustee or the Lessee with respect to the Equipment, whether pursuant to the CSA or otherwise, not hereby assigned to the Agent, shall not be secured by any lien, charge or security interest upon the Equipment or any unit thereof.

SECTION 4. Subject to the provisions of Paragraph 9 of the Participation Agreement, the Agent, on the Closing Date (as defined in the CSA), shall pay to the Builder an amount equal to the portion of the Purchase Price of the Equipment then being settled for which, under the terms of Section 4.3(b) of the CSA, is payable in installments, provided that there shall have been delivered to the Agent on or prior to the Closing Date, the following documents, in form and substance satisfactory to it and to its special counsel, Cravath, Swaine & Moore, in such number of counterparts as may be reasonably requested by said special counsel:

(a) a bill or bills of sale ("Bill of Sale") from the Builder to the Agent transferring to the Agent the security interest of the Builder in such units, warranting to the Agent and to the Trustee that, at the time of delivery of such units under the CSA, the Builder had legal title to such units and good and lawful right to sell such units and such units were free of all claims, liens, security interests and other encumbrances of any nature except only the rights created under the CSA, this Assignment and the Lease, and covenanting to defend the title to such units against demands of all persons whomsoever based on claims originating prior to the delivery of such units by the Builder under the CSA;

(b) a Certificate or Certificates of Acceptance

on behalf of the Trustee and the Lessee with respect to such units as contemplated by Article 3 of the CSA and § 2 of the Lease;

(c) an Invoice (as defined in the CSA) for such units;

(d) an opinion of counsel for the Builder, dated as of the Closing Date, addressed to the Agent and the Trustee, to the effect that the Bill of Sale has been duly authorized, executed and delivered by the Builder and is valid and effective to vest in the Agent the security interest of the Builder in such units, free from all claims, liens, security interests and other encumbrances (other than those created by the CSA, this Assignment and the Lease) arising from, through or under the Builder;

(e) a receipt from the Builder for any payment (other than the payment being made by the Agent pursuant to the first paragraph of this Section 4) required to be made on the Closing Date to the Builder with respect to such units, unless the payment is made by the Agent with funds furnished to it for that purpose by the Trustee; and

(f) such other certificates opining as the Agent may reasonably request.

The obligation of the Agent hereunder to make payment for any of the Equipment is hereby expressly conditioned upon the Agent having on deposit, pursuant to the terms of the Participation Agreement, sufficient funds available to make such payment and upon payment by the Trustee of the amount required to be paid by it pursuant to Section 4.3(a) of the CSA. In the event that the Agent shall not make any such payment, the Agent shall reassign to the Builder, without recourse to the Agent (unless the Agent shall have failed to make such payment notwithstanding its receipt of the documents specified in this Section in satisfactory form and receipt of the necessary funds) all right, title and interest of the Agent in and to the units of Equipment with respect to which payment has not been made by the Agent.

SECTION 5. The Agent may assign any or all of its rights under the CSA, including the right to receive any payments due or to become due to it from the Trustee thereunder. In the event of any such assignment, any such subsequent or

successive assignee or assignees shall, to the extent of such assignment and upon giving the written notice required in Article 15 of the CSA, enjoy all the rights and privileges and be subject to all the obligations of the Agent hereunder.

SECTION 6. The Builder hereby:

(a) represents and warrants to the Agent, the Trustee and their successors and assigns that the CSA and this Assignment were duly authorized by it and duly and lawfully executed and delivered by it for a valid consideration; that, assuming due authorization, execution and delivery by the Trustee and the Agent, respectively, each is a legal, valid and binding agreement, enforceable against the Builder in accordance with its terms and that each is now in force without amendment thereto;

(b) agrees that it will from time to time, at the request of the Agent or its successors or assigns, make, execute and deliver all such further instruments of assignment, transfer and assurance and do all such further acts as may be necessary and appropriate to give effect to the provisions hereinabove set forth and more perfectly to confirm the rights, titles and interests hereby assigned and transferred to the Agent or intended so to be; and

(c) agrees that, subsequent to payment of the sums due it hereunder and under the CSA, upon request of the Agent or its successors and assigns it will execute any and all instruments which may be necessary or proper in order to discharge of record the CSA or any other instrument evidencing any interest of the Builder therein or in the Equipment.

SECTION 7. This Assignment shall be governed by and construed in accordance with the laws of the State of New York; provided, however, that the parties shall be entitled to all the rights conferred by 49 U.S.C. § 11303, such additional rights arising out of the filing of the CSA and this Assignment as shall be conferred by the laws of the several jurisdictions in which the CSA or this Assignment shall be filed or in which any unit of Equipment shall be located and any rights arising out of the marking on the

units of Equipment.

SECTION 8. This Assignment may be executed in any number of counterparts, all of which together shall constitute a single instrument, but the counterpart delivered to the Agent shall be deemed to be the original counterpart. Although for convenience this Assignment is dated as of the date first above written, the actual dates of execution hereof by the parties hereto are the dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by duly authorized officers as of the date first above written.

TRINITY INDUSTRIES, INC.,

by EP Breeding
Senior Vice Pres.

[Corporate Seal]

Attest:

Richard G. Jozil
Cst. Secretary

ST. LOUIS UNION TRUST COMPANY,
as Agent,

by _____

[Corporate Seal]

Attest:

ACKNOWLEDGMENT OF NOTICE OF ASSIGNMENT

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY hereby acknowledges receipt of due notice of the assignment made by the foregoing Agreement and Assignment as of December 1, 1979.

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Trustee,

by

Assistant Vice President

STATE OF TEXAS,)
) ss.:
 COUNTY OF DALLAS,)

On this 17th day of December 1979, before me personally appeared E.B. Brueckling, to me personally known, who, being by me duly sworn, says that he is General Vice President of TRINITY INDUSTRIES, INC., a Texas corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Margaret Jones
 Notary Public

[Notarial Seal] 11-30-80

STATE OF MISSOURI,)
) ss.:
 COUNTY OF ,)

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is

of ST. LOUIS UNION TRUST COMPANY, a Missouri corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

 Notary Public

[Notarial Seal]

AGREEMENT AND ASSIGNMENT

Dated as of December 1, 1979

between

TRINITY INDUSTRIES, INC.

and

ST. LOUIS UNION TRUST COMPANY,
as Agent.

AGREEMENT AND ASSIGNMENT dated as of December 1, 1979, between TRINITY INDUSTRIES, INC., a Texas corporation ("Builder"), and ST. LOUIS UNION TRUST COMPANY, a Missouri corporation ("Agent").

The Builder and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, acting as trustee ("Trustee") under a Trust Agreement dated as of the date hereof with INTERNATIONAL PAPER LEASING CORPORATION ("Owner"), have entered into a Conditional Sale Agreement dated as of the date hereof ("CSA") covering the construction, sale and delivery by the Builder and the purchase by the Trustee of the railroad equipment described in Annex B to the CSA ("Equipment").

The Trustee and RALSTON PURINA COMPANY ("Lessee") have entered into a Lease of Railroad Equipment dated as of the date hereof ("Lease") providing for the lease of the Equipment to the Lessee, and the Trustee and the Agent have entered into an Assignment of Lease and Agreement dated as of the date hereof ("Lease Assignment") providing for the assignment of the Lease to the Agent.

In consideration of the agreements hereinafter set forth, the parties hereto hereby agree as follows:

SECTION 1. The Builder hereby transfers and assigns to the Agent, its successors and assigns:

(a) all the right, title and interest of the Builder in and to each unit of Equipment when and as delivered to and accepted by the Trustee, subject to payment by the Agent to the Builder of the amount required to be paid pursuant to Section 4 hereof and subject to the payment to the Builder by the Trustee of the amounts required to be paid pursuant to Section 4.3(a) of the CSA;

(b) all the right, title and interest of the Builder in and to the CSA (except the right to construct and deliver the Equipment, the right to receive the payments specified in Section 4.3(a) thereof, the right to reimbursement for taxes paid or incurred by the Builder and the right to receive indemnity payments,

as Builder, under Article 14 thereof and Annex A thereto), and, except as aforesaid, in and to any and all amounts which may be or become due or owing to the Builder under the CSA on account of the indebtedness in respect of the Purchase Price (as defined in the CSA) of the Equipment and interest thereon and in and to any other sums becoming due from the Trustee under the CSA, other than those hereinabove excluded; and

(c) except as limited by subsection (b) of this section, all the Builder's rights, titles, powers, privileges and remedies under the CSA;

without any recourse hereunder, however, against the Builder for or on account of the failure of the Trustee to make any of the payments provided for in the CSA or otherwise to comply with any of the provisions of the CSA; provided, however, that this Assignment shall not subject the Agent to or transfer or in any way affect or modify the obligations of the Builder to construct and deliver the Equipment in accordance with the CSA or with respect to its warranties and agreements contained or referred to in Article 14 of the CSA or relieve the Trustee from its obligations to the Builder contained in Articles 2, 3, 4, 6 and 14 of the CSA, it being agreed that all obligations of the Builder with respect to the Equipment shall be and remain enforceable by the Trustee and its successors and assigns against and only against the Builder. The Builder hereby authorizes and empowers the Agent in the Agent's own name or in the name of the Agent's nominee or in the name of and as attorney for the Builder, hereby irrevocably constituted, to demand, sue for, collect and receive any and all sums to which the Agent is or may become entitled under this Assignment and to enforce compliance by the Trustee with the terms and agreements on its part to be performed under the CSA, but at the expense and liability and for the sole benefit of the Agent.

SECTION 2. The Builder agrees that it shall construct the Equipment in full accordance with the CSA and will deliver the same upon completion to the Trustee in accordance with the provisions of the CSA and that, notwithstanding this Assignment, it will fully comply with all the covenants and conditions of the CSA set forth to be complied with by the Builder. The Builder further agrees that it will warrant to the Agent and the Trustee that at the time of delivery of each unit of Equipment under the CSA it had legal title to such unit and good and lawful right to sell such unit and

that such unit was free of all claims, liens, security interests and other encumbrances of any nature except only the rights created under the CSA, this Assignment and the Lease; and the Builder further agrees that it will defend the title to such unit against the demands of all persons whomsoever based on claims originating prior to the delivery of such unit by the Builder under the CSA; all subject, however, to the provisions of the CSA. The Builder will not deliver any of the Equipment to the Trustee under the CSA until the CSA, the Lease, this Assignment and the Lease Assignment have been filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 (the Builder and its counsel being entitled to rely on advice from special counsel for the Agent that such filing has occurred).

SECTION 3. The Builder agrees with the Agent that in any suit, proceeding or action brought by the Agent under the CSA for any installment of indebtedness or interest thereon in respect of the Purchase Price of the Equipment or to enforce any provision of the CSA, the Builder will indemnify, protect and hold harmless the Agent from and against all expenses, loss or damage suffered by reason of any defense, setoff, counterclaim or recoupment whatsoever claimed by the Trustee or the Lessee arising out of a breach by the Builder of any obligation with respect to the Equipment or the manufacture, construction, delivery or warranty thereof or by reason of any other indebtedness or liability at any time owing to the Trustee or the Lessee by the Builder. The Builder's obligation so to indemnify, protect and hold harmless is conditional upon (a) the Agent's timely motion or other appropriate action, on the basis of Article 15 of the CSA, to strike any defense, setoff, counterclaim or recoupment asserted by the Trustee or the Lessee in any such suit, proceeding or action and (b) if the court or other body having jurisdiction in such suit, proceeding or action denies such motion or other action and accepts such defense, setoff, counterclaim or recoupment as a triable issue in such suit, proceeding or action, the Agent's prompt notification thereof to the Builder and the Agent's giving the Builder the right, at the Builder's expense, to compromise, settle or defend against such defense, setoff, counterclaim or recoupment.

Except in cases of articles or materials specified by the Lessee and not manufactured by the Builder and in

cases of designs, systems, processes, formulae or combinations specified by the Lessee and not developed or purported to be developed by the Builder, the Builder agrees to indemnify, protect and hold harmless the Agent from and against any and all liability, claims, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against the Agent or its assigns because of the use in or about the construction or operation of any of the Equipment of any design, system, process, formula, combination, article or material which infringes or is claimed to infringe on any patent or other right. The Agent will give prompt notice to the Builder of any claim actually known to the Agent which is based upon any such alleged infringement and will give the Builder the right, at the Builder's expense, to compromise, settle or defend against such claim. The Builder agrees that any amounts payable to it by the Trustee or the Lessee with respect to the Equipment, whether pursuant to the CSA or otherwise, not hereby assigned to the Agent, shall not be secured by any lien, charge or security interest upon the Equipment or any unit thereof.

SECTION 4. Subject to the provisions of Paragraph 9 of the Participation Agreement, the Agent, on the Closing Date (as defined in the CSA), shall pay to the Builder an amount equal to the portion of the Purchase Price of the Equipment then being settled for which, under the terms of Section 4.3(b) of the CSA, is payable in installments, provided that there shall have been delivered to the Agent on or prior to the Closing Date, the following documents, in form and substance satisfactory to it and to its special counsel, Cravath, Swaine & Moore, in such number of counterparts as may be reasonably requested by said special counsel:

(a) a bill or bills of sale ("Bill of Sale") from the Builder to the Agent transferring to the Agent the security interest of the Builder in such units, warranting to the Agent and to the Trustee that, at the time of delivery of such units under the CSA, the Builder had legal title to such units and good and lawful right to sell such units and such units were free of all claims, liens, security interests and other encumbrances of any nature except only the rights created under the CSA, this Assignment and the Lease, and covenanting to defend the title to such units against demands of all persons whomsoever based on claims originating prior to the delivery of such units by the Builder under the CSA;

(b) a Certificate or Certificates of Acceptance

on behalf of the Trustee and the Lessee with respect to such units as contemplated by Article 3 of the CSA and § 2 of the Lease;

(c) an Invoice (as defined in the CSA) for such units;

(d) an opinion of counsel for the Builder, dated as of the Closing Date, addressed to the Agent and the Trustee, to the effect that the Bill of Sale has been duly authorized, executed and delivered by the Builder and is valid and effective to vest in the Agent the security interest of the Builder in such units, free from all claims, liens, security interests and other encumbrances (other than those created by the CSA, this Assignment and the Lease) arising from, through or under the Builder;

(e) a receipt from the Builder for any payment (other than the payment being made by the Agent pursuant to the first paragraph of this Section 4) required to be made on the Closing Date to the Builder with respect to such units, unless the payment is made by the Agent with funds furnished to it for that purpose by the Trustee; and

(f) such other certificates opining as the Agent may reasonably request.

The obligation of the Agent hereunder to make payment for any of the Equipment is hereby expressly conditioned upon the Agent having on deposit, pursuant to the terms of the Participation Agreement, sufficient funds available to make such payment and upon payment by the Trustee of the amount required to be paid by it pursuant to Section 4.3(a) of the CSA. In the event that the Agent shall not make any such payment, the Agent shall reassign to the Builder, without recourse to the Agent (unless the Agent shall have failed to make such payment notwithstanding its receipt of the documents specified in this Section in satisfactory form and receipt of the necessary funds) all right, title and interest of the Agent in and to the units of Equipment with respect to which payment has not been made by the Agent.

SECTION 5. The Agent may assign any or all of its rights under the CSA, including the right to receive any payments due or to become due to it from the Trustee thereunder. In the event of any such assignment, any such subsequent or

successive assignee or assignees shall, to the extent of such assignment and upon giving the written notice required in Article 15 of the CSA, enjoy all the rights and privileges and be subject to all the obligations of the Agent hereunder.

SECTION 6. The Builder hereby:

(a) represents and warrants to the Agent, the Trustee and their successors and assigns that the CSA and this Assignment were duly authorized by it and duly and lawfully executed and delivered by it for a valid consideration; that, assuming due authorization, execution and delivery by the Trustee and the Agent, respectively, each is a legal, valid and binding agreement, enforceable against the Builder in accordance with its terms and that each is now in force without amendment thereto;

(b) agrees that it will from time to time, at the request of the Agent or its successors or assigns, make, execute and deliver all such further instruments of assignment, transfer and assurance and do all such further acts as may be necessary and appropriate to give effect to the provisions hereinabove set forth and more perfectly to confirm the rights, titles and interests hereby assigned and transferred to the Agent or intended so to be; and

(c) agrees that, subsequent to payment of the sums due it hereunder and under the CSA, upon request of the Agent or its successors and assigns it will execute any and all instruments which may be necessary or proper in order to discharge of record the CSA or any other instrument evidencing any interest of the Builder therein or in the Equipment.

SECTION 7. This Assignment shall be governed by and construed in accordance with the laws of the State of New York; provided, however, that the parties shall be entitled to all the rights conferred by 49 U.S.C. § 11303, such additional rights arising out of the filing of the CSA and this Assignment as shall be conferred by the laws of the several jurisdictions in which the CSA or this Assignment shall be filed or in which any unit of Equipment shall be located and any rights arising out of the marking on the

units of Equipment.

SECTION 8. This Assignment may be executed in any number of counterparts, all of which together shall constitute a single instrument, but the counterpart delivered to the Agent shall be deemed to be the original counterpart. Although for convenience this Assignment is dated as of the date first above written, the actual dates of execution hereof by the parties hereto are the dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by duly authorized officers as of the date first above written.

TRINITY INDUSTRIES, INC.,

by _____

[Corporate Seal]

Attest:

ST. LOUIS UNION TRUST COMPANY,
as Agent,

by NE Bradford

[Corporate Seal]

Attest:

Mueen

ACKNOWLEDGMENT OF NOTICE OF ASSIGNMENT

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY hereby acknowledges receipt of due notice of the assignment made by the foregoing Agreement and Assignment as of December 1, 1979.

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Trustee,

by

Assistant Vice President

STATE OF TEXAS,)
) ss.:
 COUNTY OF DALLAS,)

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is of TRINITY INDUSTRIES, INC., a Texas corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

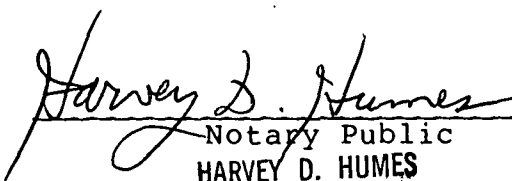
 Notary Public

[Notarial Seal]

STATE OF MISSOURI,)
) ss.:
 COUNTY OF ,)

On this *18th* day of December 1979, before me personally appeared **H. E. BRADFORD**, to me personally known, who, being by me duly sworn, says that he is

Vice-President of ST. LOUIS UNION TRUST COMPANY, a Missouri corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.



 Notary Public
 HARVEY D. HUMES

[Notarial Seal]

My Commission Expires Aug. 13, 1982

[CS&M Ref. 5566-001]

AGREEMENT AND ASSIGNMENT

Dated as of December 1, 1979.

between

TRINITY INDUSTRIES, INC.

and

ST. LOUIS UNION TRUST COMPANY,
as Agent.

AGREEMENT AND ASSIGNMENT dated as of December 1, 1979, between TRINITY INDUSTRIES, INC., a Texas corporation ("Builder"), and ST. LOUIS UNION TRUST COMPANY, a Missouri corporation ("Agent").

The Builder and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, acting as trustee ("Trustee") under a Trust Agreement dated as of the date hereof with INTERNATIONAL PAPER LEASING CORPORATION ("Owner"), have entered into a Conditional Sale Agreement dated as of the date hereof ("CSA") covering the construction, sale and delivery by the Builder and the purchase by the Trustee of the railroad equipment described in Annex B to the CSA ("Equipment").

The Trustee and RALSTON PURINA COMPANY ("Lessee") have entered into a Lease of Railroad Equipment dated as of the date hereof ("Lease") providing for the lease of the Equipment to the Lessee, and the Trustee and the Agent have entered into an Assignment of Lease and Agreement dated as of the date hereof ("Lease Assignment") providing for the assignment of the Lease to the Agent.

In consideration of the agreements hereinafter set forth, the parties hereto hereby agree as follows:

SECTION 1. The Builder hereby transfers and assigns to the Agent, its successors and assigns:

(a) all the right, title and interest of the Builder in and to each unit of Equipment when and as delivered to and accepted by the Trustee, subject to payment by the Agent to the Builder of the amount required to be paid pursuant to Section 4 hereof and subject to the payment to the Builder by the Trustee of the amounts required to be paid pursuant to Section 4.3(a) of the CSA;

(b) all the right, title and interest of the Builder in and to the CSA (except the right to construct and deliver the Equipment, the right to receive the payments specified in Section 4.3(a) thereof, the right to reimbursement for taxes paid or incurred by the Builder and the right to receive indemnity payments,

as Builder, under Article 14 thereof and Annex A thereto), and, except as aforesaid, in and to any and all amounts which may be or become due or owing to the Builder under the CSA on account of the indebtedness in respect of the Purchase Price (as defined in the CSA) of the Equipment and interest thereon and in and to any other sums becoming due from the Trustee under the CSA, other than those hereinabove excluded; and

(c) except as limited by subsection (b) of this section, all the Builder's rights, titles, powers, privileges and remedies under the CSA;

without any recourse hereunder, however, against the Builder for or on account of the failure of the Trustee to make any of the payments provided for in the CSA or otherwise to comply with any of the provisions of the CSA; provided, however, that this Assignment shall not subject the Agent to or transfer or in any way affect or modify the obligations of the Builder to construct and deliver the Equipment in accordance with the CSA or with respect to its warranties and agreements contained or referred to in Article 14 of the CSA or relieve the Trustee from its obligations to the Builder contained in Articles 2, 3, 4, 6 and 14 of the CSA, it being agreed that all obligations of the Builder with respect to the Equipment shall be and remain enforceable by the Trustee and its successors and assigns against and only against the Builder. The Builder hereby authorizes and empowers the Agent in the Agent's own name or in the name of the Agent's nominee or in the name of and as attorney for the Builder, hereby irrevocably constituted, to demand, sue for, collect and receive any and all sums to which the Agent is or may become entitled under this Assignment and to enforce compliance by the Trustee with the terms and agreements on its part to be performed under the CSA, but at the expense and liability and for the sole benefit of the Agent.

SECTION 2. The Builder agrees that it shall construct the Equipment in full accordance with the CSA and will deliver the same upon completion to the Trustee in accordance with the provisions of the CSA and that, notwithstanding this Assignment, it will fully comply with all the covenants and conditions of the CSA set forth to be complied with by the Builder. The Builder further agrees that it will warrant to the Agent and the Trustee that at the time of delivery of each unit of Equipment under the CSA it had legal title to such unit and good and lawful right to sell such unit and

that such unit was free of all claims, liens, security interests and other encumbrances of any nature except only the rights created under the CSA, this Assignment and the Lease; and the Builder further agrees that it will defend the title to such unit against the demands of all persons whomsoever based on claims originating prior to the delivery of such unit by the Builder under the CSA; all subject, however, to the provisions of the CSA. The Builder will not deliver any of the Equipment to the Trustee under the CSA until the CSA, the Lease, this Assignment and the Lease Assignment have been filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 (the Builder and its counsel being entitled to rely on advice from special counsel for the Agent that such filing has occurred).

SECTION 3. The Builder agrees with the Agent that in any suit, proceeding or action brought by the Agent under the CSA for any installment of indebtedness or interest thereon in respect of the Purchase Price of the Equipment or to enforce any provision of the CSA, the Builder will indemnify, protect and hold harmless the Agent from and against all expenses, loss or damage suffered by reason of any defense, setoff, counterclaim or recoupment whatsoever claimed by the Trustee or the Lessee arising out of a breach by the Builder of any obligation with respect to the Equipment or the manufacture, construction, delivery or warranty thereof or by reason of any other indebtedness or liability at any time owing to the Trustee or the Lessee by the Builder. The Builder's obligation so to indemnify, protect and hold harmless is conditional upon (a) the Agent's timely motion or other appropriate action, on the basis of Article 15 of the CSA, to strike any defense, setoff, counterclaim or recoupment asserted by the Trustee or the Lessee in any such suit, proceeding or action and (b) if the court or other body having jurisdiction in such suit, proceeding or action denies such motion or other action and accepts such defense, setoff, counterclaim or recoupment as a triable issue in such suit, proceeding or action, the Agent's prompt notification thereof to the Builder and the Agent's giving the Builder the right, at the Builder's expense, to compromise, settle or defend against such defense, setoff, counterclaim or recoupment.

Except in cases of articles or materials specified by the Lessee and not manufactured by the Builder and in

cases of designs, systems, processes, formulae or combinations specified by the Lessee and not developed or purported to be developed by the Builder, the Builder agrees to indemnify, protect and hold harmless the Agent from and against any and all liability, claims, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against the Agent or its assigns because of the use in or about the construction or operation of any of the Equipment of any design, system, process, formula, combination, article or material which infringes or is claimed to infringe on any patent or other right. The Agent will give prompt notice to the Builder of any claim actually known to the Agent which is based upon any such alleged infringement and will give the Builder the right, at the Builder's expense, to compromise, settle or defend against such claim. The Builder agrees that any amounts payable to it by the Trustee or the Lessee with respect to the Equipment, whether pursuant to the CSA or otherwise, not hereby assigned to the Agent, shall not be secured by any lien, charge or security interest upon the Equipment or any unit thereof.

SECTION 4. Subject to the provisions of Paragraph 9 of the Participation Agreement, the Agent, on the Closing Date (as defined in the CSA), shall pay to the Builder an amount equal to the portion of the Purchase Price of the Equipment then being settled for which, under the terms of Section 4.3(b) of the CSA, is payable in installments, provided that there shall have been delivered to the Agent on or prior to the Closing Date, the following documents, in form and substance satisfactory to it and to its special counsel, Cravath, Swaine & Moore, in such number of counterparts as may be reasonably requested by said special counsel:

(a) a bill or bills of sale ("Bill of Sale") from the Builder to the Agent transferring to the Agent the security interest of the Builder in such units, warranting to the Agent and to the Trustee that, at the time of delivery of such units under the CSA, the Builder had legal title to such units and good and lawful right to sell such units and such units were free of all claims, liens, security interests and other encumbrances of any nature except only the rights created under the CSA, this Assignment and the Lease, and covenanting to defend the title to such units against demands of all persons whomsoever based on claims originating prior to the delivery of such units by the Builder under the CSA;

(b) a Certificate or Certificates of Acceptance

on behalf of the Trustee and the Lessee with respect to such units as contemplated by Article 3 of the CSA and § 2 of the Lease;

(c) an Invoice (as defined in the CSA) for such units;

(d) an opinion of counsel for the Builder, dated as of the Closing Date, addressed to the Agent and the Trustee, to the effect that the Bill of Sale has been duly authorized, executed and delivered by the Builder and is valid and effective to vest in the Agent the security interest of the Builder in such units, free from all claims, liens, security interests and other encumbrances (other than those created by the CSA, this Assignment and the Lease) arising from, through or under the Builder;

(e) a receipt from the Builder for any payment (other than the payment being made by the Agent pursuant to the first paragraph of this Section 4) required to be made on the Closing Date to the Builder with respect to such units, unless the payment is made by the Agent with funds furnished to it for that purpose by the Trustee; and

(f) such other certificates opining as the Agent may reasonably request.

The obligation of the Agent hereunder to make payment for any of the Equipment is hereby expressly conditioned upon the Agent having on deposit, pursuant to the terms of the Participation Agreement, sufficient funds available to make such payment and upon payment by the Trustee of the amount required to be paid by it pursuant to Section 4.3(a) of the CSA. In the event that the Agent shall not make any such payment, the Agent shall reassign to the Builder, without recourse to the Agent (unless the Agent shall have failed to make such payment notwithstanding its receipt of the documents specified in this Section in satisfactory form and receipt of the necessary funds) all right, title and interest of the Agent in and to the units of Equipment with respect to which payment has not been made by the Agent.

SECTION 5. The Agent may assign any or all of its rights under the CSA, including the right to receive any payments due or to become due to it from the Trustee thereunder. In the event of any such assignment, any such subsequent or

successive assignee or assignees shall, to the extent of such assignment and upon giving the written notice required in Article 15 of the CSA, enjoy all the rights and privileges and be subject to all the obligations of the Agent hereunder.

SECTION 6. The Builder hereby:

(a) represents and warrants to the Agent, the Trustee and their successors and assigns that the CSA and this Assignment were duly authorized by it and duly and lawfully executed and delivered by it for a valid consideration; that, assuming due authorization, execution and delivery by the Trustee and the Agent, respectively, each is a legal, valid and binding agreement, enforceable against the Builder in accordance with its terms and that each is now in force without amendment thereto;

(b) agrees that it will from time to time, at the request of the Agent or its successors or assigns, make, execute and deliver all such further instruments of assignment, transfer and assurance and do all such further acts as may be necessary and appropriate to give effect to the provisions hereinabove set forth and more perfectly to confirm the rights, titles and interests hereby assigned and transferred to the Agent or intended so to be; and

(c) agrees that, subsequent to payment of the sums due it hereunder and under the CSA, upon request of the Agent or its successors and assigns it will execute any and all instruments which may be necessary or proper in order to discharge of record the CSA or any other instrument evidencing any interest of the Builder therein or in the Equipment.

SECTION 7. This Assignment shall be governed by and construed in accordance with the laws of the State of New York; provided, however, that the parties shall be entitled to all the rights conferred by 49 U.S.C. § 11303, such additional rights arising out of the filing of the CSA and this Assignment as shall be conferred by the laws of the several jurisdictions in which the CSA or this Assignment shall be filed or in which any unit of Equipment shall be located and any rights arising out of the marking on the

units of Equipment.

SECTION 8. This Assignment may be executed in any number of counterparts, all of which together shall constitute a single instrument, but the counterpart delivered to the Agent shall be deemed to be the original counterpart. Although for convenience this Assignment is dated as of the date first above written, the actual dates of execution hereof by the parties hereto are the dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by duly authorized officers as of the date first above written.

TRINITY INDUSTRIES, INC.,

by

[Corporate Seal]

Attest:

ST. LOUIS UNION TRUST COMPANY,
as Agent,

by

[Corporate Seal]

Attest:

ACKNOWLEDGMENT OF NOTICE OF ASSIGNMENT

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY hereby acknowledges receipt of due notice of the assignment made by the foregoing Agreement and Assignment as of December 1, 1979.

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Trustee,

by

A handwritten signature in dark ink, appearing to be "J. H. [unclear]", is written over a horizontal line.

Assistant Vice President

STATE OF TEXAS,)
) ss.:
 COUNTY OF DALLAS,)

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is of TRINITY INDUSTRIES, INC., a Texas corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

STATE OF MISSOURI,)
) ss.:
 COUNTY OF ,)

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is

 of ST. LOUIS UNION TRUST COMPANY, a Missouri corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]